



INTRLOC_00 CITY OF ISSAQUAH

File Location

Vendor Name

CITY OF ISSAQUAH
12/31/2017

Document Type: Interlocal Amendment
Vendor Name: CITY OF ISSAQUAH
PO# Location: INTRLOC-001
Effect Date: 03/01/2016
Term Date: 12/31/2017
CR#: 56093
Related CR#: 38205
Ordinance: _____
Resolution: 8983
Leg Date: 10/19/2015
Vendor #: 34567
Description: AMD#1 WATER FACILITIES AGREEMENT WITH CITY OF
 ISSAQUAH PO 510799-001

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
10/31/2015
311 6254

510799.001

CR# 56093 DATE 11-5-15 LOC INTRLOC-001

Res 8983

ORIGINAL

WATER FACILITIES AGREEMENT BETWEEN
CITY OF BELLEVUE
AND CITY OF ISSAQUAH

Res#
CR# 8983 DATE 10/19/15 LOC 510799-001

AMENDMENT NO. 1

RECITALS

WHEREAS, on September 15, 2005, the cities of Bellevue and Issaquah entered into a water facilities agreement governing the provision of water services to the Lakemont Triangle and the Glacier Ridge areas of Issaquah; and

WHEREAS, Bellevue currently supplies water to the area known as South Cove/Greenwood Point (shown on Exhibit D) through two interties located at 4334 West Lake Sammamish Parkway and at 4210 181st Avenue; and

WHEREAS, Bellevue and Issaquah, as part of the aforementioned 2005 water facilities agreement, recognized that Issaquah will eventually annex the South Cove/Greenwood Point area and recognized that Bellevue and Issaquah will eventually need to negotiate an amendment to the terms of the wheeling agreement for Bellevue to wheel water to the South Cove/Greenwood Point area; and

WHEREAS, in 2006, Issaquah annexed the South Cove/Greenwood Point area into its city limits; and

WHEREAS, consistent with the 2005 water facilities agreement, Bellevue and Issaquah negotiated an agreement for Issaquah to assume the South Cove/Greenwood Point area effective March 1, 2016, to be approved in conjunction with this Amendment; and

WHEREAS, Issaquah needs to use Bellevue's facilities to supply water to South Cove/Greenwood Point; and

WHEREAS, Bellevue has agreed to allow use of its system by Issaquah to deliver water supply to Issaquah's South Cove/Greenwood Point Area; and

NOW, THEREFORE, Paragraphs 2, 3, 4, and 13 of the above-referenced Water Facilities Agreement between the City of Bellevue and the City of Issaquah effective September 15, 2005, are hereby amended to read as follows:

2. Bellevue shall allow Issaquah to use portions of its water utility facilities as defined in this agreement for delivery of water supply to the City of Issaquah at the existing interties and one future intertie located at. 1) SE 42nd and SE Newport Way; 2.) SE 60th and 180th Avenue SE; 3.) near Cougar Mount Drive and 180th Avenue SE (future intertie); and 4) 4334 West Lake

Sammamish Parkway and 4210 181st Avenue. The map attached as Exhibit D illustrates the water utility facilities that will be used to deliver water supply to the South Cove area.

3. This Agreement allows the use of Bellevue's system by Issaquah to allow delivery of water supply to a limited area of Issaquah's water service area. The number of Equivalent Residential Units (ERUs) to be served within Lakemont Triangle (through the Newport Way intertie) shall not exceed 400 (600 Multi-family units). The number of ERUs to be served within Glacier Ridge (through the SE 60th intertie) shall not exceed 700 ERUs total, with no more than 150 ERU's of the 700 total being supplied water through the future intertie on or near Cougar Mountain Drive. The number of ERU's to be served within South Cove/Greenwood Point (through the 4334 West Lake Sammamish Parkway and 4210 181st Avenue interties) shall not exceed 1,600 ERU's total. An ERU shall be defined as being equal to one for each single family detached dwelling and shall be based on a mutually agreeable formula for all other uses. In the event Issaquah expects to exceed the total ERUs outlined in this section, it shall immediately notify Bellevue in writing. At such time, the parties shall amend this Agreement to accommodate additional ERUs to be served if necessary.
4. Bellevue shall provide a maximum fire flow of 2,500 gallons per minute at the SE 60th and 180th Avenue SE connection, 2000 gallons per minute at the SE 42nd and SE Newport Way connection and 1500 gallons per minute at the future connection near Cougar Mountain Road and 180th Avenue SE. Bellevue shall also provide a maximum fire flow of 300 gallons per minute at the 4334 West Lake Sammamish Parkway SE connection, until a Pressure Reducing Valve (PRV) station is established at 4500 West Lake Sammamish Parkway and the operating HGL in the water system west of the new PRV station is increased to approximately 270 feet (NAVD88). At such time, the maximum fire flow at the connection is expected to be 1,000 gallons per minute. It is understood that the actual rate of flow at the point of use is dependent upon the hydraulic behavior of the distribution system between the connection points and the point of use and Bellevue therefore makes no representation with regard thereto.
13. Upon execution of this Agreement Issaquah shall pay Bellevue \$24,000 for the use of its facilities listed in this Agreement to service the Lakemont Triangle and Glacier Ridge areas for 2004 and \$24,500 for 2005. For subsequent years, the previous year's payment shall be adjusted annually by an amount equal to the percent annual change in the Consumer Price Index for All Consumer Groups (CPI-U) for the Seattle Metropolitan Area. The amounts due in this section shall be paid in equal monthly installments.

In addition, upon the effective date of Issaquah's assumption of the water and sewer utilities in the South Cove/Greenwood Point area, Issaquah shall pay Bellevue \$7,318 for the use of its facilities listed in this Agreement to service the South Cove/Greenwood Point areas for the period from January 1, 2017 through December 31, 2017. For subsequent years, the previous year's payment shall be adjusted annually by an amount equal to the percent annual change in the Consumer Price Index for All Consumer Groups (CPI-U) for the Seattle Metropolitan Area. The amounts due in this section shall be paid in equal monthly installments.

A new Exhibit D depicting the South Cove/Greenwood Point service area is hereby attached and incorporated into the Agreement by this reference.

All remaining terms of the existing 2005 Water Facilities Agreement remain in effect, a copy of which is attached hereto.

Amendment Effective Date. This Amendment No. 1 is effective upon the date of Issaquah's assumption of the water and sewer utilities in the South Cove/Greenwood Point Area, anticipated to be on or around March 1, 2016.

Approved as to Form
Bellevue Legal Counsel

By [Signature]
Its Dep. City Mgr
Dated 10/22/15

Issaquah Legal Counsel
By Bio Park/mbr
Its City Attorney
Dated 8-7-15

CITY OF BELLEVUE ("Bellevue")

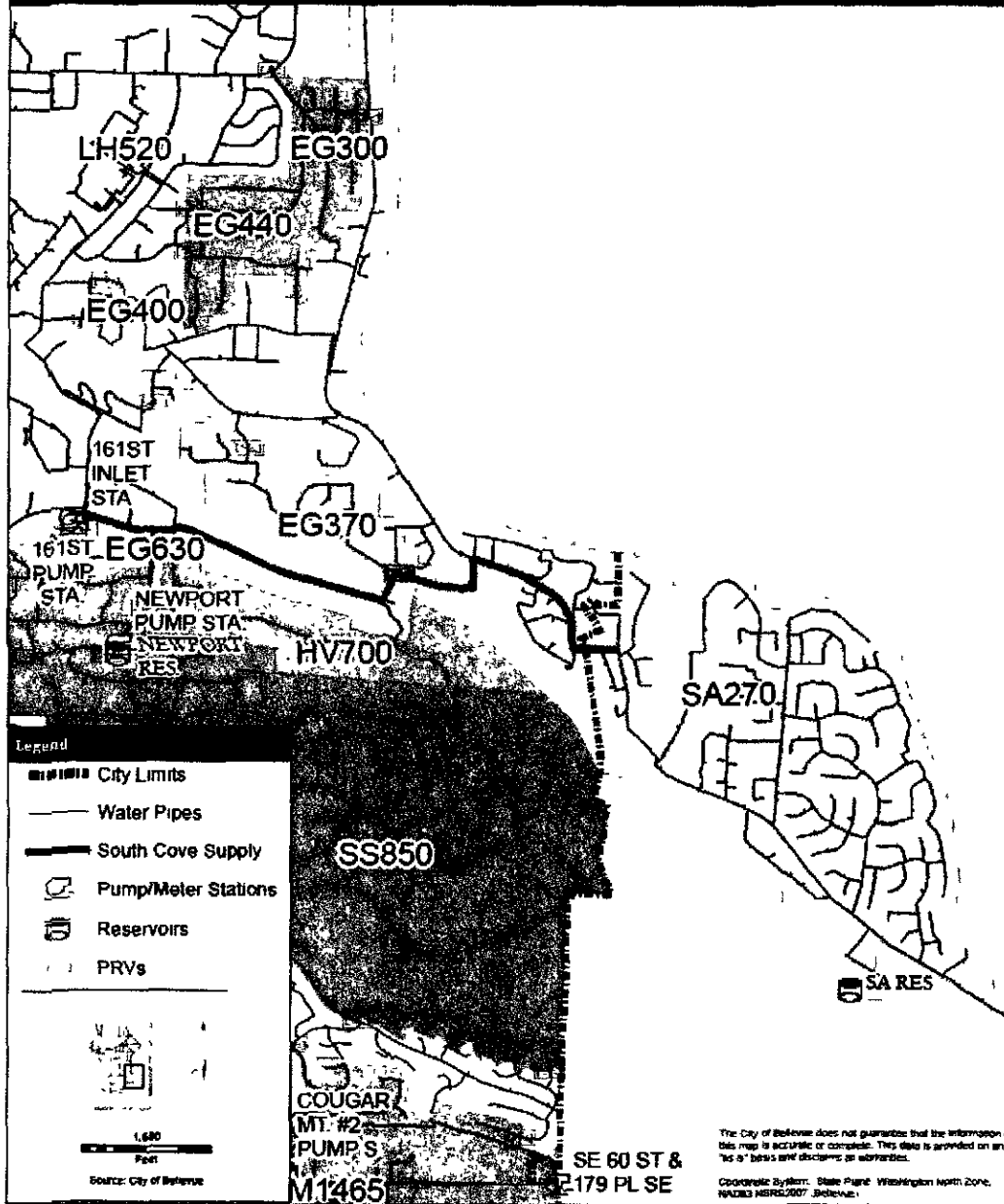
By [Signature]
Its Dep City Mgr
Dated 11/4/15

CITY OF ISSAQUAH ("Issaquah")

By [Signature]
Its Mayer Fred Butler
Dated 9/10/15

South Cove Water Supply Lines

Figure 1



The City of Bellevue does not guarantee that the information on this map is accurate or complete. This data is provided on an "as is" basis and disclaims all warranties.

Coordinate System: State Plane - Washington North Zone, NAD83 NBRG2007, Bellevue

Date: 5/2/2015

File Name: J:\Engineering Division\Planning Section\South Cove Assets\Bellevue\South Cove Water Supplies.mxd

IT Department

ORIGINAL

3266-RES
10/13/2015

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8983

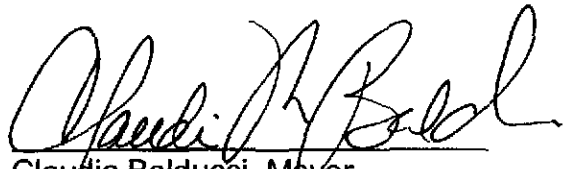
A RESOLUTION authorizing execution of Amendment
No. 1 to the existing Water Facilities Agreement between
the Cities of Bellevue and Issaquah.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES
RESOLVE AS FOLLOWS:

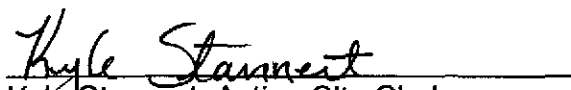
Section 1. The City Manager or his designee is hereby authorized to execute
Amendment No. 1 to the existing Water Facilities Agreement between the Cities of
Bellevue and Issaquah, a copy of which amendment has been given Clerk's
Receiving No. 56093.

Passed by the City Council this 19th day of October, 2015,
and signed in authentication of its passage this 19th day of October,
2015.

(SEAL)


Claudia Balducci, Mayor

Attest:


Kyle Stannert, Acting City Clerk

October 19, 2015

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8983 authorizing and directing the City Manager to execute Amendment No. 1 to the existing Water Facilities Agreement between the City of Bellevue and the City of Issaquah.

FISCAL IMPACT

Approval of Amendment No. 1 to the Water Facilities Agreement between Bellevue and Issaquah will require the City of Issaquah to pay to the City of Bellevue \$7,318/year starting January 1, 2017. This payment represents the cost to the City of Issaquah to use water facilities owned by the City of Bellevue for the delivery of water to the South Cove/Greenwood Point area. This amount will be adjusted annually by the consumer price index for all consumer goods (CPI-U) for the Seattle Metropolitan area.

STAFF CONTACT

Nav Ota, Director, 425-452-2041
Andrew Lee, Deputy Director, 425-452-7675
Utilities Department

POLICY CONSIDERATION

The City of Bellevue and the City of Issaquah strive to provide the most efficient means of providing water/sewer services to our customers. Bellevue and the City of Issaquah are authorized to enter into an Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW.

Residents of the City of Issaquah in the South Cove/Greenwood Point area are currently provided water and sewer services by the City of Bellevue. Issaquah's assumption of water and sewer utilities in the South Cove/Greenwood Point area would allow the City of Issaquah to provide utility services to its residents, which is consistent with the Growth Management Act (RCW 36.70A.110(4)).

BACKGROUND

On September 14, 2015, staff briefed Council on the proposed amendment to the existing Water Facilities Agreement between the City of Bellevue and the City of Issaquah. This proposed resolution will amend the existing agreement consistent with the aforementioned Council briefing.

In 2005, the cities of Bellevue and Issaquah entered into an agreement governing Bellevue's provision of water/sewer services to the Lakemont Triangle and the Glacier Ridge Areas of Issaquah (Water Facilities Agreement between City of Bellevue and City of Issaquah).

The City of Bellevue currently provides water/sewer services to an area known as South Cove/Greenwood point. This area is located southeast of the City of Bellevue on the southern end of Lake Sammamish. This area is comprised of approximately 1,000 water and sewer accounts, which represents approximately 2.5% of Bellevue's total water/sewer customers. Annual revenue from this area is approximately \$1.5 million, which represents approximately 1.5% of Bellevue Utilities revenue base.

In 2006, the City of Issaquah annexed the South Cove/Greenwood Point area. In 2014, the cities of Bellevue and Issaquah agreed to work together in good faith to allow Issaquah to assume water and sewer service for this area. The effective date of the assumption is January 1, 2017.

Amendment No. 1 amends the 2005 Water Facilities Agreement between the City of Bellevue and the City of Issaquah to allow Issaquah to use portions of Bellevue's water facilities for the delivery of water to the South Cove/Greenwood Point area and requires the City of Issaquah to pay to the City of Bellevue \$7,318 for the period January 1, 2017-December 31, 2017 for the use of the aforementioned water facilities. This amount will be adjusted annually by the consumer price index for all consumer groups (CPI-U) for the Seattle Metropolitan area.

EFFECTIVE DATE

If approved, this Resolution becomes effective immediately upon Council adoption.

OPTIONS

- 1: Approve the Resolution to sign the Amendment.
- 2: Do not approve the Resolution and provide alternative to staff.

RECOMMENDATION

Option 1.

MOTION

Move to approve Resolution No. 8983 authorizing and directing the City Manager to execute Amendment No. 1 to the existing Water Facilities Agreement between the City of Bellevue and the City of Issaquah.

ATTACHMENTS

- A. Proposed Water Facilities Agreement between City of Bellevue and City of Issaquah Amendment No. 1
- B. Proposed Resolution No. 8983

**WATER FACILITIES AGREEMENT BETWEEN
CITY OF BELLEVUE
AND CITY OF ISSAQUAH**

CR# DATE LOC

AMENDMENT NO. 1

RECITALS

WHEREAS, on September 15, 2005, the cities of Bellevue and Issaquah entered into a water facilities agreement governing the provision of water services to the Lakemont Triangle and the Glacier Ridge areas of Issaquah; and

WHEREAS, Bellevue currently supplies water to the area known as South Cove/Greenwood Point (shown on Exhibit D) through two interties located at 4334 West Lake Sammamish Parkway and at 4210 181st Avenue; and

WHEREAS, Bellevue and Issaquah, as part of the aforementioned 2005 water facilities agreement, recognized that Issaquah will eventually annex the South Cove/Greenwood Point area and recognized that Bellevue and Issaquah will eventually need to negotiate an amendment to the terms of the wheeling agreement for Bellevue to wheel water to the South Cove/Greenwood Point area; and

WHEREAS, in 2006, Issaquah annexed the South Cove/Greenwood Point area into its city limits; and

WHEREAS, consistent with the 2005 water facilities agreement, Bellevue and Issaquah negotiated an agreement for Issaquah to assume the South Cove/Greenwood Point area effective March 1, 2016, to be approved in conjunction with this Amendment; and

WHEREAS, Issaquah needs to use Bellevue's facilities to supply water to South Cove/Greenwood Point; and

WHEREAS, Bellevue has agreed to allow use of its system by Issaquah to deliver water supply to Issaquah's South Cove/Greenwood Point Area; and

NOW, THEREFORE, Paragraphs 2, 3, 4, and 13 of the above-referenced Water Facilities Agreement between the City of Bellevue and the City of Issaquah effective September 15, 2005, are hereby amended to read as follows:

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Amendment Effective Date. This Amendment No. 1 is effective upon the date of Issaquah's assumption of the water and sewer utilities in the South Cove/Greenwood Point Area, anticipated to be on or around March 1, 2016

Approved as to Form
Bellevue Legal Counsel

By _____
Its _____
Dated _____

Issaquah Legal Counsel

By _____
Its _____
Dated _____

CITY OF BELLEVUE ("Bellevue")

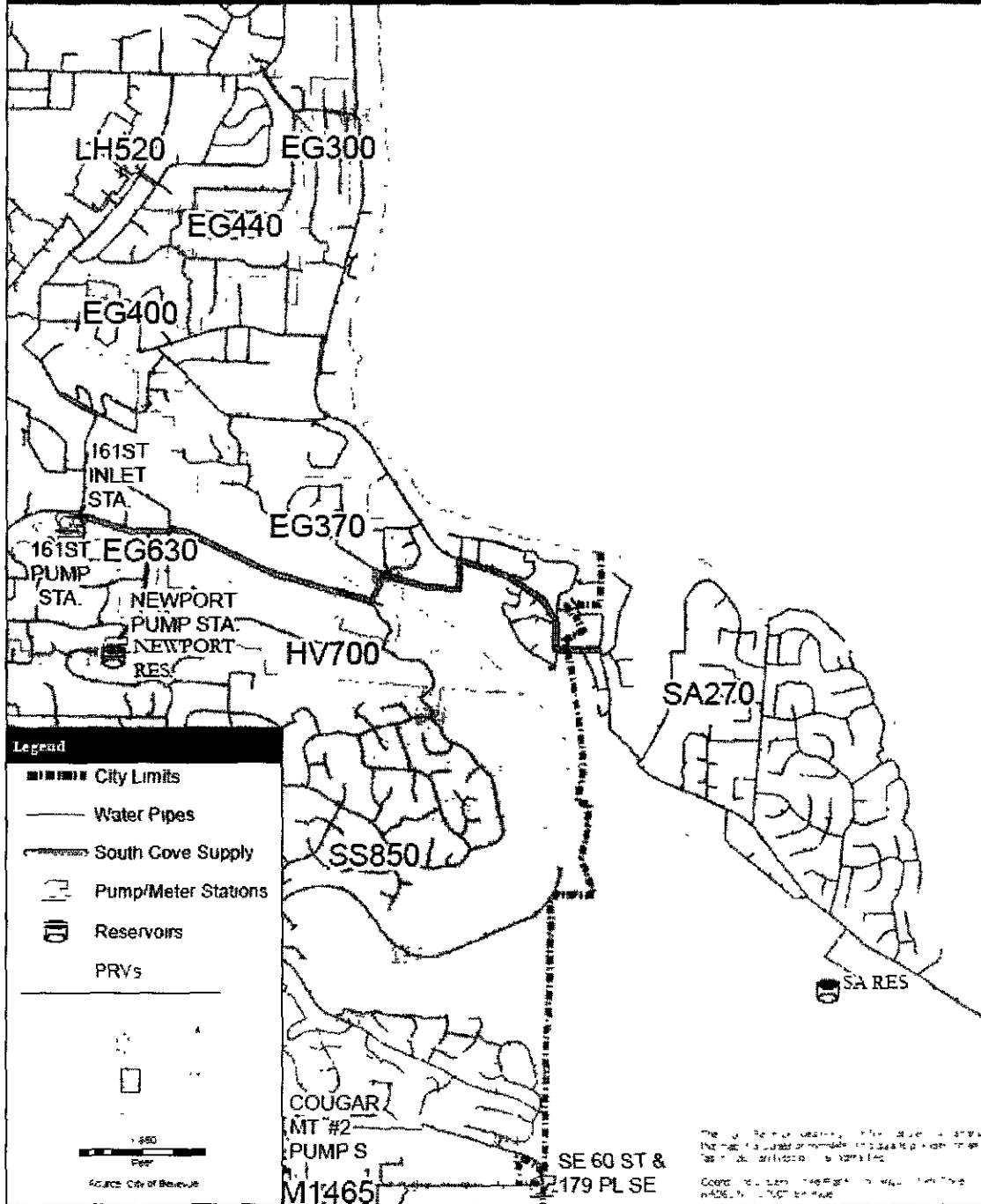
By _____
Its _____
Dated _____

CITY OF ISSAQUAH ("Issaquah")

By _____
Its _____
Dated _____

South Cove Water Supply Lines

Figure 1



INTRLOC-00

CR# 56093 Date: 11-5-15 PO # & Loc: 510799.001

City of Bellevue
Finance Department - Procurement Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Water Facilities Agreement between City of Bellevue and City of Issaquah - Amendment No. 1
Contract Description: Water Facilities Agreement between City of Bellevue and City of Issaquah - Amendment No. 1
Total Contract Value: 0
This Amendment Value: N/A
Department: Utilities City Hall- 567
Contract Manager: Andrew Lee
Contract Type: Other
Contract Form: Custom contract document
Budget Expenditure:
Maximo User: No

ILA

Vendor Information:

New Vendor? City of Issaquah
Vendor Name:
JDE Vendor Number: 34657
Independent Contractor?
COB License #:
UBI #:
Contractor's Lic. #:

Contract Term:

Original Effective Date:
End Date:
Subject To:

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 10/19/2015 **Council Action:** Resolution

Legislative #: N/A

8983

Route:

		In	Out
Procurement Services:	<u>ACalder</u>	<u>10/15/15</u>	<u>10/15/15</u>
Information Technology:	Not Required		
Legal:	<u>Mike</u>	<u>10-15-15</u>	<u>10/22/15</u>
Insurance Reviewed By:	<u>Ref. by</u>	<u>10/22/15</u>	<u>10-23-15</u>
Department Director:	<u>Mike</u>	<u>10/21</u>	<u>10/22</u>
Procurement Services:	<u>ACalder</u>	<u>10/20/15</u>	<u>10/20/15</u>
Return To:	Lori McCuiston		
City Clerk's Office:	<u>M-TER 100W</u>	<u>11-5-15</u>	<u>11-5-15</u>

MSK
MO

Related Contract Information:

Amendment/change order/renewal? No

Selection Method:

Selection Method:

Roster Service:

Solicitation Issue Date:

Solicitation Due Date:

Length Bid/Proposal is valid for:

Bid/RFP/RFQ #:

Bid/RFP/RFQ/ITQ Title:

Grant Money involved in contract?

Quote #

Vendor Name

MWDBE

Fee/Cost

☐

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
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Additional Comments:

See Attached Council Agenda